



## TERMS OF BUSINESS

### 1. GENERAL

1.1 These Terms of Business, together with the Management Agreement, the Sales Agreement, any contract or other terms of business that we may send to you, are herein referred to as the 'Terms' and the Terms constitute the contract between you and us.

1.2 In the case of any incompatible or inconsistent provisions between any contract or other terms of business we may send to you and these Terms, the Terms take precedence.

1.3 You should check the emails and documentation that have been provided to you to identify the correct legal entity that has contracted with you. They will differ depending on the branch you contacted. All of the legal entities are wholly owned by Casa Group Holdings Limited.

1.4 Casa Group Holdings Limited does not contract with clients, suppliers or third parties.

1.5 These Terms are subject to change from time to time and are updated on our website at [www.casa-group.com](http://www.casa-group.com)

### 2. INTERPRETATION

The following definitions and rules of interpretation apply to the Terms:

**Additional Services:** work we are required to undertake that is outside of the agreed scope of services contained within the Management Agreement or the Sales Agreement

**Additional Fees:** any fees or charges due to us for the services carried out for Additional Work

**Agent:** any Casa Group company or any authorised representative working on our behalf

**Agent of Necessity:** in cases of emergency, where we are marketing the Property via the Sales Agreement or managing the Property via the Management Agreement, we may be required to arrange immediate access to the Property where there is a risk of danger, damage to property or immediate safety concerns. In all instances, you are responsible for any costs incurred under Agent of Necessity (including any third party costs incurred by us)

**Agreement:** the Management Agreement and/or the Sales Agreement

**Casa Group:** 'we', 'us' or 'our' shall mean one of the following legal entities owned by Casa Group Holdings Limited (but will not include Casa Group Holdings Limited itself):

- Jill Moore Sales and Lettings Limited - registered in England and Wales under company number 06570389 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT;

- Holbrook Estate Agents Seaham Limited - registered in England and Wales under company number 03879463 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT;
- Holbrook Estate Agents Bishop Auckland Limited - registered in England and Wales under company number 06478514 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT;
- Castledene Lettings Limited - registered in England and Wales under company number 06570322 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT;
- Holbrook Estate Agents Hartlepool Limited - registered in England and Wales under company number 09399716 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT;
- Hegartys Estate Agents Limited - registered in England and Wales under company number 08158134 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT;
- Red Hot Property Group Limited - registered in England and Wales under company number 12111534 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT; and
- James Winn Limited - registered in England and Wales under company number 05357823 whose registered office is at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT
- Balliol Property Management and Development Limited - registered in England and Wales under company number 07615372 whose registered office is at 950 Shields Road, Newcastle Upon Tyne, NE6 4QQ

**Client:** 'you' shall mean the person, company, firm or other legal entity that instructs us. This includes, but is not limited to, Landlords, Sellers and Buyers

**Estimate(s):** Any estimate of fees or other costs (including any third party costs)

**Fees:** the sales commission, management commission or any other charges due to us for the work carried out under the Management Agreement or Sales Agreement

**Furnished / Unfurnished:** a Property will be considered Furnished if the Buyer or Tenant need only bring personal possessions upon moving in. A Property complete with light fittings, carpets and curtains but no physical furniture will be considered Unfurnished

**Introduced:** where the Buyer became aware that the Property was for sale as a result of any literature, advertisement, sale board, email, website, website posting or internet communication or any other communication whatsoever by us

**Joint and Several:** both parties to a contract being joint and severally liable for the payment of our fees (and any third party costs)

**Landlord:** the person, firm, corporate entity or any other legal owner of the Property which is subject to the Management Agreement

**Management Agreement:** the Agreement between you and us for the letting and management of your Property

**Minimum Period:** means 6 months from the date of the Management Agreement or the minimum period of the tenancy agreement between you and the tenant, whichever is longer

**Month:** a calendar month of not less than 28 days

**Multiple Agent:** where we and other agents market your Property for sale

**Property:** the property owned by you

**Sales Agreement:** the agreement between you and us for the sale of your Property

**Services:** means the work we carry out on your behalf as set out in the Management Agreement, the Sales Agreement or in communication with you

**Sole Agent:** where we sell your Property as the only agent, on an exclusive basis, with no other agent involved

**Tenancy:** an assured shorthold tenancy agreement between you and your tenant

**Tenant:** each and every occupier of the Property which is subject to the Management Agreement

**Terms:** these terms of business which are incorporated into the Management Agreement, the Sales Agreement and any other agreement between us and you

**Termination:** the ability to terminate the Management Agreement or the Sales Agreement, subject to clause 17 below

**Working Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business

**Withdrawal Fee:** the fees and costs payable to us (and any third party costs) for de-listing the Property prior to expiry of the Minimum Period

### **3. FEES, ADDITIONAL FEES AND EXPENSES**

3.1 Our Fees are as stated in the Management Agreement and/or Sales Agreement and within these Terms. We may increase our Fees where the matter becomes more complex or takes longer than expected.

3.2 Where we provide an Estimate of our Fees or other costs (including third party costs), they are provided on the basis of the information you provide to us. Such Estimates are Estimates only. They are not binding and are liable to change. We cannot guarantee that the final Fees will be more or less than the Estimate.

3.3 By asking us to provide the Services on your behalf, you authorise us to incur Fees and expenses (including those to third parties) for which agree to be liable. Where those services are provided to you and another, you agree to be joint and severally liable for the Fees.

3.4 Our Additional Fees are as stated in the Management Agreement and/or Sales Agreement and within these Terms. We may increase our Additional Fees where the matter becomes more complex or takes longer than expected.

By asking us to provide Additional Services on your behalf, you authorise us to incur Additional Fees and expenses (including those to third parties) for which agree to be liable. Where those Additional Services are provided to you and another, you agree to be joint and severally liable for the Additional Fees.

3.5 Where the fees for our Additional Services are not set out in the Management Agreement or Sales Agreement, the Additional Services are charged on an hourly basis at a rate of £100 per hour plus VAT for each hour of work undertaken.

#### **4. SCOPE OF SERVICES**

4.1 We accept no liability for the content or interpretation of title, regulatory documents (such as Energy Performance Certificates) or tenancy documents and unless specifically instructed to report on them we do not warrant that properties which we advertise are in satisfactory structural order; that any land is free from contamination; or that any land or property is compliant with regulations, or that any land or premises has planning permission or is capable of being developed for the purposes for which it may be required.

4.2 It may be necessary as part of our Services to instruct contractors on your behalf. We will not do so before obtaining your authority, unless in cases of Agent of Necessity where we deem the Property requires immediate urgent access in the interests of safety. In such instances we accept no responsibility for costs or damage incurred whilst such access is obtained.

4.3 Where we instruct contractors or third parties on your behalf, we do so as agent only. You are responsible for payment of their fees and costs.

4.4 When authorised to instruct contractors on your behalf, we do not warrant their competence nor shall we be liable for any loss or damage suffered from such lack of competence.

4.5 Any property market projections incorporated within our Services to you including but not limited to, income, expenditure, associated growth rates, interest rates, incentives, potential investment yields, potential investment returns and associated costs are projections only and should not be relied upon by you. You should seek independent advice before acting. Accordingly, such property market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties or likelihoods.

4.6 Our Services do not include:

- (a) providing advice beyond the scope reasonably expected of a sales and letting agent; and
- (b) commencing or conducting litigation on your behalf.

#### **5. AGENT**

5.1 All services provided by us are carried out as agent rather than principal. No liability of tenants, landlords, vendors or purchasers transfer to us.

5.2 Where we are instructed to arrange works or contractors on your behalf, at all times those instructions will be carried out on an agency only basis. You remain liable for any works arranged by us on your behalf.

#### **6. OUR OBLIGATIONS**

We agree to undertake our services under the Agreement with reasonable skill and care whilst ensuring that at all times we comply with the Estate Agents Act 1979.

#### **7. YOUR OBLIGATIONS**

You agree that for the duration of the Management Agreement or the Sales Agreement you shall:

- (a) provide us with accurate and timely documents and information;
- (b) pay the Fees, Additional Fees, interest, additional sums and any other costs or charges (including third party costs and charges) agreed and incurred by us on your behalf;
- (c) pay the fees to another agent if you have instructed us on a Multiple Agency basis;
- (d) in relation to the Sales Agreement, instruct your solicitor or conveyancer to pay our Fees, Additional Fees, interest, additional sums and any other costs or charges (including third party costs and charges) from the net sale proceeds of the Property immediately upon completion of the sale of your Property;
- (e) in relation to the Sales Agreement, instruct your solicitor or conveyancer to notify us within two days should you become aware that there will be insufficient net sale proceeds to pay the Fees, Additional Fees, interest, additional sums and any other costs or charges (including third party costs and charges); and
- (f) in relation to the Sales Agreement, instruct your solicitor or conveyancer to provide us with your new address;

## **8. EXPIRY OF MINIMUM PERIOD**

After the expiry of the Minimum Period, the term of the Management Agreement shall continue on a month by month basis until otherwise terminated in writing by either party.

## **9. SOLE AGENT**

Where you instruct us to sell your Property as a Sole Agent, you will be liable to pay Fees to us, in addition to any other costs or charges, if:

- (a) contracts are exchanged between you and a buyer (whether the buyer was found by us, by another agent, by a third party or by you);
- (b) we introduce you to a buyer and the Property is sold with 18 months of that introduction; or
- (c) your Property is sold to a buyer (with or without an introduction by us) within 18 months of termination (by either you or us) of the Sales Agreement

## **10. MULTIPLE AGENT**

Where we agree to act jointly with other agents in marketing your Property, you will only be required to pay our Fees (and Additional Fees) incurred in connection with the sale, if the following conditions apply:

- (a) contracts are exchanged between you and a buyer that was Introduced by us; or
- (b) contracts are exchanged between you and a buyer with whom we had Introduced to you or had conducted sales negotiations (without introduction to you) within the prior 12 months

## **11. INFORMATION PROVIDED BY YOU**

11.1 You are responsible for providing accurate information and documentation to us in a timely manner. We shall not be required to check or approve the accuracy of information provided to us by you (or by a third party on your behalf).

11.2 You hereby warrant the accuracy of all information and documentation provided to us by you (or by a third party on your behalf).

11.3 You indemnify us against all costs, claims, charges and expenses of whatever nature which may arise as a result of any information provided to us by you (or by a third party on your behalf) being inaccurate (whether wholly or in part) or incomplete.

11.4 You are responsible for ensuring that you have all of the necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of contract, law, rule or regulation.

11.5 Any information which we acquire from you in the course of performing our Services may be used by us for any other purpose.

## **12. PAYMENT OF OUR FEES**

12.1 Our Fees are payable within 14 days of our invoice being sent to either you or your solicitor or conveyancer. If payment of our Fees is not made within that period, we reserve the right to charge interest, on a daily basis, on the outstanding sum.

12.2 The daily interest rate will be charged at a rate equal to 5% above the Bank of England base rate, until such time as payment is received in full.

12.3 If our Fees have not been paid within 21 days, we reserve the right to charge and additional sum of £500 plus VAT to cover management and other costs in dealing with the outstanding Fees and interest.

12.4 Our Additional Fees are payable within 14 days of our invoice being sent to either you or your solicitor or conveyancer. If payment of our Additional Fees is not made within that period, we reserve the right to charge interest, on a daily basis, on the outstanding sum.

12.5 The daily interest rate will be charged at a rate equal to 5% above the Bank of England base rate, until such time as payment is received in full.

12.6 If our Additional Fees have not been paid within 21 days, we reserve the right to charge and additional sum of £500 plus VAT to cover management and other costs in dealing with the outstanding Additional Fees and interest.

12.7 We reserve the right to charge interest on any third party costs we incur on your behalf.

12.8 If either the Fees or Additional Fees remain outstanding after 28 days, we reserve the right to pass the matter to a solicitor or debt collection agency. We will charge our time at £250 plus VAT for every hour incurred by our employees in dealing with the outstanding sums due. This amount is in addition to those sums listed above.

12.9 Where our Fees, Additional Fees, interest, third party costs or any other costs have not been paid and we have passed the matter to a solicitor to recovery any or all of those costs, you agree to reimburse us for any legal fees and associated costs.

## **13. TERMINATION**

13.1 We may terminate any agreement governed by these Terms immediately by notice in writing to you:

- (a) where, as a result of circumstances outside the control of us and you, our services become impossible to perform;
- (b) where you have rendered our services impossible to perform;

- (c) where you have provided incorrect information or documentation to us;
- (d) where you have not made payment of our Fees or our Additional Fees (together with interest and additional sums) by the due date;
- (e) where you are in material breach of your obligations to us;

13.2 After the expiry of the Minimum Period, you may terminate any agreement governed by these Terms by giving not less than 1 months' notice in writing to us.

13.3 On termination of our agreement with you, you will be liable to pay to us within 14 days of the receipt of our invoice any outstanding Fees, Additional Fees, additional sums, interest and other costs (including third party costs).

13.4 Notwithstanding termination of our agreement with you, the provisions of these Terms shall remain in full force and effect.

## **14. CANCELLATION RIGHTS**

14.1 Where the Management Agreement or Sales Agreement is signed outside of our office you have the right, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel this Agreement within 14 days, starting from the date set out at the top of the Management Agreement or Sales Agreement.

14.2 You may exercise the right to cancel the Agreement by notifying us in writing by email or letter sent to us at 2 Lighthouse View, Spectrum Business Park, Seaham, SR7 7TT or by email to [info@thecastledenegroup.com](mailto:info@thecastledenegroup.com).

14.3 You agree to be liable for our reasonable costs and expenses incurred before cancellation.

14.4 Any cancellation notice will be deemed to have been delivered 2 days after posting if sent by post, the same day if hand delivered or sent by email before 5pm, or the next working day if hand delivered or sent by email after 5pm.

14.5 Where you authorise us to immediately begin marketing the Property (for either management or sale), you acknowledge and agree that you lose the right to cancel the Agreement within the 14 day period.

## **15. ASSIGNMENT**

Neither these Terms, the Management Agreement, the Sales Agreement nor any terms within those documents may be assigned by you to any third party unless agreed by us in writing.

## **16. SET-OFF**

16.1 We may at any time, without notice to you, set off any liability you owe to us against any liability we owe to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

16.2 Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to us under this agreement or otherwise

## **17. LIMITATION OF LIABILITY**

17.1 All correspondence and other communication sent to you in the performance of our Services (and Additional Services where applicable) shall, for all purposes, be assumed to

have been sent on behalf of Casa Group. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our Services, shall be a liability of Casa Group and not an employee, member of consultant of Casa Group.

17.2 You agree that by engaging us, you will not bring any claim, arising out of or in connection with the Services we provide to you, personally against any employee, member of consultant of Casa Group.

17.3 We will not be liable for:

- (a) for any failure to perform services outside the scope of Services of the Management Agreement and/or Sales Agreement unless agreed otherwise in writing by us;
- (b) to any third party for any loss or damage suffered by them; or
- (c) any losses incurred by you as a result of a tenant's actions or omissions.

17.4 Our liability for loss and damage attributable to our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall not exceed the value of our Fees.

17.5 The exclusions and limitations in this paragraph will not exclude or limit any liability for fraud or dishonesty or for liabilities which cannot lawfully be limited or excluded.

17.6 We prepare our services and send documents to you based on the information you provide to us. You agree to always provide us with accurate and up to date documents and information. It is your responsibility to check that all documents and other information are accurate and in no way misleading.

17.7 We accept no liability for errors made as a result of inaccurate information provided by you to us or for inaccurate or misleading information that we have prepared based on instructions from you (or a third party on your behalf).

## **18. CONVEYANCING AND MORTGAGE REFERRAL**

18.1 We promote a panel of law firms (which includes law firms and licenced conveyancers) and mortgage brokers that have been selected to provide conveyancing services and from whom we may receive a referral fee. Details of any fee we may receive, and a list of preferred firms, is available on request.

18.2 We comply with the Solicitors Introduction and Referral Code published by the Law Society and the law firm or licenced conveyancing firm to whom we may refer you is an independent professional firm from whom you will receive impartial and confidential advice.

18.3 You are free to choose any professional adviser you wish. Any services provided to you by a law firm, conveyancing firm, broker or other professional provider (whether Introduced by us or not) is provided to you by a third party and we shall not be liable for any actions or losses arising from their services and/or advice.

18.4 You authorise us to pass on your details to our panel of law firms and mortgage brokers.

## **19. MONEY LAUNDERING COMPLIANCE**

19.1 We are required by law to operate procedures pursuant to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (and other Acts and Regulations including any amendments). This may include requesting that you

provide us with documentary proof of identity, proof of address and/or proof of funding in relation to a particular transaction or instruction. You agree to comply with any such requests promptly.

19.2 Failure to provide us with the requested documents within a reasonable timescale will result in our immediate termination of the Management Agreement and/or the Sales Agreement and any other agreement between us.

## **20. COMPLAINTS**

20.1 We strive to provide a high-quality service and hope that all clients will be happy with the services we have provided. We do however operate a procedure for complaints handling. A copy of our procedure is available on request.

20.2 If we fail to address your complaint adequately, you are encouraged to contact the Property Ombudsman at the URL below:

- The Property Ombudsman ([www.tpos.co.uk](http://www.tpos.co.uk))

## **21. STATUTORY OBLIGATIONS**

We comply strictly with the provisions of the Estate Agents Act 1979, the Consumer Protection Act 2008, the Codes of Practice of the National Association of Estate Agents and The Property Ombudsman (details of which can be found at [www.tpos.co.uk](http://www.tpos.co.uk)).

## **22. INTELLECTUAL PROPERTY RIGHTS**

22.1 We retain copyright, trademarks and all other intellectual property rights in all documents and other works we develop or generate for you.

22.2 We retain copyright, trademarks and all other intellectual property rights in all documents, material and content on our website and any company documents, which you may download or which we otherwise make available to you by any means, only for your own personal, non-commercial use. Any other use or reproduction of the material or content on our website, or other use or reproduction other documents we provide to you, is strictly prohibited.

22.3 We retain copyright in all advertising material used to market the Property and reserve the right to use these for marketing initiatives following the sale of the Property.

## **23. WEBSITE DISCLAIMER**

23.1 Whilst we use all reasonable efforts to ensure that the information published on our website is accurate, current, and complete at the time and date of publication, no representations or warranties are made (express or implied) as to the accuracy, currency or completeness of such information.

23.2 We cannot accept any responsibility (to the extent permitted by law) for any loss arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on this website or any other website to which it may be linked.

23.3 We make no warranty that the website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the website.

## **24. DATA PROTECTION AND ELECTONIC COMMUNICATIONS**

24.1 We comply with the requirements of the EU General Data Protection Regulation (and any subsequent amendments) and the Data Protection Act 2018. We are registered with the Information Commissioner's Office and are authorised to hold data.

24.2 Our Privacy Policy sets out how we process any personal data we collect from you, or that you provide to us. It explains how we collect and use your information, how you can tell us if you prefer to limit the use of that information, and the procedures we have in place to safeguard your privacy.

24.3 We will conduct some of our communication, including sending personal data, documents and invoices, through e-mail. You should be aware that e-mail is not always fully secure and can be intercepted by third parties and may therefore not always reach its intended target. You should always be vigilant when communicating with us through e-mail.

24.4 All data that we collect (including, but not limited to, your name and contact details) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018.

24.5 We may receive and retain documentary proof required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (and other Acts and Regulations including any amendments) and may disclose information and documentation to any Government authority that is legally entitled to request it.

24.6 You agree and consent to identity checks being carried out on your behalf electronically for anti-money laundering purposes.

24.7 We may use your contact details and share those details between companies owned by Casa Group Holdings Limited for the purposes of marketing our services to you. You consent to such information being sent to you. If you do not wish to receive such information, please advise us by writing to our registered office.

24.8 Calls to and from us may be recorded for training and monitoring purposes. If you require any further information, please do not hesitate to contact us.

## **25. SEVERABILITY AND GOOD FAITH**

If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

## **26. EQUAL TREATMENT**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality, ethnic or national origins.

## **27. RIGHTS OF THIRD PARTIES**

27.1 Nothing in these Terms confers any right on any person pursuant to the Contracts (rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any service we provide to you.

27.2 Documents and information provided by us to you shall be for your sole use. No third party shall be entitled to rely on any document, report, email or other information we provide to you except as agreed in writing by us.

## **28. REGULATION**

We (excluding Casa Group Holdings Limited) are authorised and regulated by Propertymark.

## **29. GOVERNING LAW AND JURISDICTION**

These terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Version 3.0  
16 May 2025